

Plastipak Packaging, Inc. and United Automobile, Aerospace and Agricultural Implement Workers of America, UAW. Case 9-CA-30111

June 28, 1994

DECISION AND ORDER

BY MEMBERS STEPHENS, DEVANEY, AND COHEN

On August 31, 1993, Administrative Law Judge Walter H. Maloney issued the attached decision. The Respondent filed exceptions and a supporting brief.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and brief and has decided to affirm the judge's rulings, findings,¹ and conclusions² and to adopt the recommended Order.

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondent, Plastipak Packaging, Inc., Jackson Center, Ohio, its officers, agents, successors, and assigns, shall take the action set forth in the Order.

¹ The Respondent has excepted to some of the judge's credibility findings. The Board's established policy is not to overrule an administrative law judge's credibility resolutions unless the clear preponderance of all the relevant evidence convinces us that they are incorrect. *Standard Dry Wall Products*, 91 NLRB 544 (1950), *enfd.* 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing the findings. In addition, the Respondent contends that some of the judge's rulings, findings, and conclusions demonstrate bias and prejudice. On careful examination of the judge's decision and the entire record, we are satisfied that the contentions are without merit.

We note that the complaint alleged that the Respondent interrogated an "employee" about union activities, not a "job applicant" as the judge set out in the first paragraph of his decision. We find that this inadvertent error does not affect the judge's decision. Further, we find it unnecessary to rely on the judge's conclusion that Sandra Schrock's testimony, and the evidence adduced by the Respondent to support it, constituted a "conspiracy to commit perjury."

² Although we agree with the judge's conclusion that Respondent's supervisor Joan Vetter coercively interrogated employee Chris Zimmerman in violation of Sec. 8(a)(1) of the Act, we find that the judge made an error in his decision when he concluded that, after Vetter gave Zimmerman an antiunion letter to read, Vetter asked Zimmerman "how he felt about the subject of *unionization* . . . [emphasis added]." Rather, Zimmerman testified that after he read the antiunion letter given to him by Vetter warning the employees about the Union, Vetter then asked him what he "thought about the letter [emphasis added]." However, because the letter described the Respondent's attitude and policy toward the Union, we conclude that asking Zimmerman what he thought about the letter was tantamount to asking him his views or the Respondent's position on unions and in the circumstances was coercive. We so find though we note that Zimmerman testified that Vetter never asked about his feeling or sympathies about unions.

Eric Taylor, Esq., for the General Counsel.

John J. Mallon, Esq., of Troy, Michigan, for the Respondent.
Harold Cassel, International Representative, of Toledo, Ohio, for the Charging Party.

DECISION

FINDINGS OF FACT

A. Statement of the Case

WALTER H. MALONEY, Administrative Law Judge. This case came on for hearing before me at Piqua, Ohio, on an unfair labor practice complaint,¹ issued by the Acting Regional Director of the Board's Region 9, which alleges that Respondent Plastipak Packaging, Inc.,² violated Section 8(a)(1) and (3) of the Act. More particularly, the complaint alleges that the Respondent coercively interrogated a job applicant concerning her union sympathies and that it discriminatorily discharged Lucinda (Cindy) Sheets because of her union activities. Respondent denies the commission of independent acts in violation of Section 8(a)(1) of the Act and asserts that Sheets was discharged because of poor work performance and insubordination. Upon these contentions the issues herein were drawn.³

B. The Unfair Labor Practices Alleged

For more than 15 years the Respondent has operated a factory in the small town of Jackson Center, Ohio, where it manufactures plastic bottles and containers. The Jackson Center plant is one of several facilities which the Respondent owns and operates. At Jackson Center it employs about 350 production and maintenance employees, although this figure may fluctuate from time to time. The plant is nonunion and the Respondent candidly states that its policy is to keep it that way. The plant works three shifts and frequently operates on weekends.

Discriminatee Lucinda Sheets started to work for the Respondent as a production employee in September 1991. She was hired as a packer. In January 1992, the Respondent opened a cafeteria at the plant and posted notices soliciting production employees to apply for transfers. Normally, any plant employee who applied and was accepted was paid for cafeteria work at the rate she received in the plant. Sheets transferred to the cafeteria as a second cook on the first shift

¹ The principal docket entries in this case are as follows:

Charge filed by International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW (the Union or UAW), against the Respondent on November 2, 1992; complaint issued against the Respondent by the Acting Regional Director, Region 9, on December 29, 1992; Respondent's answer filed on January 5, 1993; hearing held in Piqua, Ohio, on June 30 and July 1, 1993; briefs filed with me by the General Counsel and the Respondent on or before August 17, 1993.

² Respondent admits, and I find, that it is a corporation which maintains a place of business in Jackson Center, Ohio, where it manufactures plastic containers. In the course and conduct of this business, the Respondent annually sells and ships directly to points and places located outside the State of Ohio goods and merchandise valued in excess of \$50,000. Accordingly, the Respondent is an employer engaged in commerce within the meaning of Sec. 2(2), (6), and (7) of the Act. The Union is a labor organization within the meaning of Sec. 2(5) of the Act.

³ The transcript errors were noted and corrected.

and received \$5.02 an hour. In that position, she volunteered for weekend work and was able to obtain a considerable amount of overtime. Sometime in May, she was given the job of cashier, although she was also assigned other duties from time to time as the need arose. Throughout her employment in the cafeteria her supervisor was Sandra Schrock. However, on weekends, Sheets usually worked without supervision.

In the summer of 1992, Sheets began discussing the possibility of unionizing the plant with several fellow employees.⁴ On Friday, August 7, she phoned the UAW office in Lima, Ohio, and told Charles Sampson, servicing representative of the UAW, that the employees at the Respondent's plant were interested in unionizing. As a result of this call, UAW International Representative Harold Cassel phoned her the following Wednesday, August 12, and pursued the matter further. They discussed the makeup of the plant and the method of organizing it. He suggested that she hold a meeting at her house of interested individuals and agreed to attend such a meeting, which was set for the following Wednesday, August 19, at 6 p.m. Cassel also asked her to prepare a layout of the plant and make a list of the employees. In the next day or two, Sheets approached between 8 and 10 fellow employees and invited them to attend a union meeting the following week.

Early on Sunday morning, August 16, as she was coming to work, Sheets met Jerry Brock, a plant guard employed by Key II Security, a firm employed by the Respondent to provide plant security and to conduct undercover investigations among employees. Sheets started talking with Brock by saying that "if ever there was a time to unionize a shop, now is the time, because people were fed up." Brock disagreed.⁵ She asked Brock if he could provide her with a plan or drawing of the plant building and a list of employees, because she needed these items for a union meeting she was conducting at her house the following Wednesday evening. Brock said that he did not have access to such information.

On Sunday evening, Brock spoke with Jerry Schaub, the second-shift plant superintendent. I credit Brock's testimony⁶

that he told Schaub that Sheets had approached him early in the day and had asked him for a layout of the plant and a list of employees to be used at a union meeting she was holding at her house the following Wednesday evening. Schaub told Brock to report the matter to Joyce Faler, the Respondent's director of human resources, at his earliest convenience and to "keep it under [his] hat."

Early the following morning, August 17, Brock saw Faler on her way to work just before the end of his shift. He told her that he had some information for her; she invited him to come to her office to talk. He then related to Faler the same story he had told Schaub—that "an employee" had approached him early Sunday morning and asked him for a plant layout and a copy of the list of employees. He told Faler of his response, namely that his instructions were to refuse to turn over such matters to anyone so he did not. Brock then told Faler that the employee said that she needed the information for a union meeting she was going to hold at her house the following Wednesday evening. Faler asked Brock the identity of the employee in question and he replied, "Cindy Sheets." Faler then volunteered she had heard other things about Cindy and the Union. She told Brock that she would "see Maury⁷ this morning and I'm sure we will terminate her." Brock then said to Faler, "You sure have a problem." Her reply was, "Not for long." Like Schaub, Faler told Brock not to mention this matter to anyone, so Brock did not turn in a written report to his own superiors. However, he did discuss the incident with Jack Cheadle Sr., the owner of Key II Security, at a later date when Cheadle questioned him about it.

About 8:15 a.m. on that day, Faler asked Schrock to bring Sheets into her office. When they arrived, Faler told Sheets that she was being terminated for not doing her job properly and for complaining. Sheets was surprised and asked Faler to repeat herself. Faler then told Sheets that she was being terminated for "insubordination," adding that Schrock was going to "turn the kitchen around." Before the interview began, Faler had drawn up a "communication to employee sheet" which read:

This communication is being issued for poor work performance and negative attitude directed towards supervisor. Due to the seriousness of unacceptable work performance, employment is being terminated effective immediately. Final payroll check may be picked up on Friday, Aug. 28 in Personnel Office.

She handed the document to Sheets and asked her to sign it to acknowledge receipt of the communication. Sheets refused to sign, stating that she liked her job. Faler repeated the request but Sheets again refused, insisting that Schrock would have to sign the paper. She then looked at Schrock and said, "Sandy, talk to me." Schrock just kept her head down and toyed with her hands, replying only that she had "had enough after the last incident." She then signed the discharge notice and escorted Sheets from the plant.

⁷The reference here was to Maurice Emery, the Respondent's business and distribution manager and the company official having overall responsibility for the cafeteria. Emery was on vacation that week but Faler contacted him at his home by phone before he left the area on his vacation.

⁴The names of nine of these employees are found in her pretrial affidavit which is in evidence in this case as G.C. Exh. 6. Sheets also mentioned her desire to unionize the plant to Jim Copus, head supervisor on the third shift.

⁵Sheets had heard a rumor that Brock was pronoun but that rumor proved to be false.

⁶Brock's testimony flies in the face of testimony given by several witnesses produced by the Respondent with regard to the dates on which various one-to-one conversations occurred. It also conflicted with various accounts of these conversations recited by Respondent's witnesses. In each instance, I credit Brock's version. Brock resigned voluntarily as an employee of Key II Security approximately a month after the events in this case occurred. He was a neutral witness and had no interest, direct or indirect, in the outcome of this proceeding. His demeanor was forthright, his memory was clear, and his story "hung together," something which cannot be said for the Respondent's version of what transpired. In one respect, his testimony was corroborated in part by Respondent's witness Jean Shulaw. I regard the efforts of the Respondent to impeach his testimony on the basis of an asserted intention on Brock's part to make money by selling his story to the highest bidder as character assassination based on calculatedly false testimony. One of the witnesses who provided such testimony gave clear evidence of her personal embitterment toward Brock arising out of incidents having no relation to this case.

At the time of the discharge of Sheets, there was a shortage of help in the cafeteria. On the previous Tuesday, August 11, Respondent had posted a notice throughout the plant which read:

Subject: Position opening. There is a position opening on the first shift for a backup person for the cafeteria. Anyone interested should contact the Personnel Department by Friday, Aug. 14.

Only one plant employee, Shirley Hassinger, had signed the notice indicating an interest in the job. However, she turned down the position when she was interviewed for it on August 17, following Sheets' discharge. At that time Hassinger was offered a full-time job, not a backup job, as advertised on the notice. She informed Schrock that she was only interested in a backup position.

Later the same day, Alma Huber, formerly the head cook on the first shift at the cafeteria and now a second-shift employee, questioned Schrock about the discharge of Sheets. I credit her testimony to the effect that Schrock replied that she knew nothing about the discharge and had nothing to do with it. Two days later Huber again asked her about the discharge and Schrock repeated that she did not know anything about it. Huber then asked Schrock why she had not backed up Sheets but received no reply.

On Wednesday evening, August 19, at the time scheduled for the union meeting at Sheets' house, no one except the union representative showed up. Schrock testified at the hearing in this case that she kept a private journal or notebook at her home in which she entered various notations concerning the progress of the job and events of each day. Sometime after the Sheets' discharge occurred, she brought the notebook to the plant and provided its contents to Faler. From this notebook Faler copied certain entries which she then placed in Sheets' personnel file in typewritten form. One entry, signed by Schrock, stated that on August 10 she had given Sheets "a strong verbal warning" for her failure to perform work assignments and for wasting time. Another document, also typed by Faler and placed in Sheets' personnel file, stated that "this serves as verification that Lucinda Sheets received verbal warnings on May 14, June 10, June 13, July 16, and August 8 for poor work performance." It went on to characterize the kinds of poor work performance involved in these warnings and was also signed by Schrock. As of the date of her discharge, the only warning to be found in Sheets' file was a February warning concerning absenteeism. I credit Sheets' testimony that she knew nothing about these notations in Schrock's notebook, did not in fact receive any warnings on the occasions in question, and in fact was never given any warnings by Schrock concerning poor work performance, wasting time, or for the other infractions noted in the "verifications." Schrock admitted in her testimony that she never told Sheets that she was placing any adverse notations in her personal notebook and further admitted that she may not have told Sheets on these occasions that her discussions with Sheets constituted warnings. In light of credited testimony, I conclude that the entries in question were fabricated. Faler admitted in her testimony that the postdischarge typewritten notations in Sheets' file were put there in anticipation of possible litigation arising out of the discharge.

On November 2, 1992, the charge in this case was filed against the Respondent by the UAW. Sometime later in that month, Will Vetter, the Respondent's regional manager, wrote a letter to all employees warning them about the Union. Huber testified credibly that she was asked by Schrock to come to the cafeteria office to read the letter in her presence. The letter stated, in pertinent part:

We have received complaints from several of the employees here at Plastipak who have been pressured to sign authorization cards for the United Auto Workers Union, and many employees do not fully understand the meaning of signing such an authorization card.

...

In previous communications to you, we have freely and frankly stated our policy on unionization. For the benefit of newer employees I would like to review that policy.

We believe that a union at Plastipak will not help employees gain more pay, added benefits, better working conditions, or greater job satisfaction than would otherwise be there. We also feel that it is wrong for anyone to pressure our employees into signing something that they don't want or need.

We have always maintained an open door policy with our employees. Please feel free to discuss your questions with us at anytime. We will do whatever we can to protect your right to be free of undue pressure and harassment.

Quality technician Chris Zimmerman testified that he read the letter in the company office in the presence of his supervisor, Joan Vetter. When he finished reading it, Vetter asked him what he thought of the letter. He replied that he did not think much of it.⁸

C. Analysis and Conclusions

1. Animus and independent violations of Section 8(a)(1) of the Act

When she was interviewed for a job by Faler in the fall of 1991, Sheets was asked if she had ever worked a union shop before. Sheets replied in the affirmative, giving the name of the plant in question. Faler then went on to ask how Sheets felt about unions. Her reply was that she could live with or without one. While not alleged as a violation of the Act, this type of interrogation, taking place as it did during a hiring-in interview, demonstrates animus on the part of the Respondent toward unions.

In a private conversation which took place early in her employment at the cafeteria, Sheets was told by Schrock that the latter held a personal grievance against unions because, before she came to work at the Respondent, she was put in the position of having to work two jobs while her husband was out on strike. The conversation demonstrated her own personal animus, while Will Vetter's letter to employees, quoted above, is a demonstration of corporate animus.

⁸ Vetter did not testify and the Respondent proffered no reason for failing to summon her.

Supervisor Joan Vetter questioned Zimmerman in her office about unions after requiring him to read in her presence Will Vetter's letter disparaging unionization. When she asked him how he felt about the subject of unionization under these circumstances, she was engaging in coercive interrogation which not only demonstrated animus but violated Section 8(a)(1) of the Act. It is against this background that the discharge of Sheets must be evaluated.

2. The discharge of Lucinda Sheets

The Respondent's version of the discharge

According to the Respondent's witnesses, on Friday, August 7, Schrock was directed by her supervisor to have certain cleaning performed in the lunchroom. The chore in question was the cleaning of baseboards and table legs, which become soiled from time to time when customers wrap their legs and shoes around table legs and soil them and the baseboards along the wall. The parties agree that Schrock, who does not work weekends, assigned the chore to Sheets and to Lori Gossard, the other cafeteria employee who formerly worked first shift on weekends. The record also supports a finding that Sheets actually performed the work at issue during the weekend because Gossard's arm was injured and in a sling as a result of an injury she sustained while playing softball. Gossard continued to work the cash register and to wait on cafeteria customers, who were relatively few in number on Saturday and Sunday, while Sheets did the cleaning.

On Sunday a complaint was registered to the Respondent's supervisor, Maurice Emery, while he was in the cafeteria. According to the Respondent, it was made by Sheets.⁹ I credit the corroborated version, presented both by Sheets and Gossard, that it was Gossard who complained about the assignment to Emery. While Sheets was in the process of doing the cleaning, Gossard told Emery of her injury and complained that she did not think it was fair that just first-shift employees should be assigned to clean baseboards and table legs. She felt that the work should be divided between the first and second shifts. Both employees testified that Sheets said nothing during this conversation. Gossard estimated that Sheets was at work about 15 to 18 feet from where it was taking place.

There is no doubt that, at some point in time, Emery reported a complaint to Schrock. The latter testified that, on Monday, when she arrived at work, she noticed that the cleaning had not been done properly and spoke to Sheets about it. Sheets' reported reply was that she did not feel that she should have been given the job in the first place. According to Schrock, it was at this juncture that she decided to discharge Sheets but delayed doing so because she was shorthanded. Instead, she posted the notice, referred to above, seeking a backup employee in the cafeteria.¹⁰

⁹ According to Emery, the conversation in question took place on Saturday, not Sunday, as recited both by Sheets and Gossard. Emery testified that Sheets told him on that occasion that, if Schrock wanted the cleaning work done, she ought to do it herself and it was this remark that he had reported to Schrock. I discredit his testimony.

¹⁰ Schrock was asked why she posted a notice on August 11 for a backup cafeteria employee if what she really wanted at that time was a full-time employee. Her preposterous answer was that she simply advertised for a backup person, thinking that, if anyone responded, the applicant could be talked into working in the cafeteria

I discredit Schrock's testimony. In light of her repeated statements to Huber that she did not know anything about the discharge, it appears that her entire testimony was a total fabrication. I credit the corroborated testimony of Sheets and Gossard that nothing at all was said about the cleaning assignment or the condition of the baseboards on Monday. Instead, on Thursday, August 13, Schrock called both of them into the cafeteria office and complained to them that she had her "butt jumped" by Emery as a result of a complaint about the cleaning work that had been lodged with him. According to her further testimony, it was she, not Faler, who initiated the move to discharge Sheets and she did so Monday morning, on the spot, after receiving word of a second complaint, notwithstanding the fact that she would have been shorthanded in the cafeteria. According to Schrock, at that point she had "had it" with Sheets. The "straw that broke the camel's back," in terms of her willingness to tolerate Sheets, was that the latter had made a second complaint about work assignments on Thursday or Friday. Emery testified that, on Friday, as he was going through the cafeteria line, Sheets spoke with him at the cash register and complained again about the cleaning assignment the previous weekend. However, he failed to corroborate Schrock's testimony when he stated that, after receiving the second complaint, he did not see Schrock again before the discharge and did not relay to her the second complaint. As for a complaint about Schrock which Sheets had ostensibly made to fellow employee Shulaw, a night-shift cafeteria worker, Schrock testified in an oblique fashion that Shulaw had brought to her attention this conversation on the morning of Sheets' discharge. However, in her own testimony, Shulaw said nothing of a second complaint, placing her conversation about Sheets with Schrock the previous Monday and saying nothing about a second conversation or complaint "that broke the camel's back."

3. Summary of credited testimony concerning Sheets' discharge

The record in this case discloses the discharge of a leading union activist, within days of her first overt effort to bring a union into the plant, by an employer who had repeatedly displayed its own animus to and opposition to unionization. The discharge took place within 5 days after Sheets first arranged the meeting and within a few hours of the time that her activity was brought to the attention of the Respondent's personnel director. In short, the timing of the discharge is more than a merely suspicious circumstance.

The asserted reason for the discharge was a transparently false and elaborately contrived story concerning the discriminatee's insubordination and work deficiencies, because, in fact, Sheets was not the employee who voiced the complaint which the Respondent chose to treat as an act of

on a full-time basis. Faler's contribution to this charade was the assertion that the Company did not want to tip its hand by advertising for someone to replace Cindy Sheets while Sheets was still working. However, Sheets was discharged a week later before the Respondent had anyone to replace her at all, either on a full-time or a part-time basis notwithstanding the fact that she was still shorthanded. It is clear that the Respondent had no intention at all of discharging Sheets on August 11 when it posted the notice or at any other time that week and formulated its intention only after learning that Sheets was holding a union meeting at her home.

insubordination. Indeed, she had, on various occasions during her relatively brief tenure as a cafeteria worker, received compliments about her work from the individuals who discharged her. Moreover, the principal witness to the events upon which the Respondent's case rests told another employee, on two different occasions within hours or days of the discharge, that she knew nothing about it and had nothing to do with it. I think this statement was in fact uttered and, because it is true, I look upon Schrock's testimony at the hearing under oath, as well as the other evidence adduced by the Respondent to support it, as a conspiracy to commit perjury.

In light of the foregoing, I conclude that Lucinda Sheets was discharged because of her activities in support of the Union and that it was effectuated by the Respondent in violation of Section 8(a)(1) and (3) of the Act.

CONCLUSIONS OF LAW

1. Plastipak Packaging, Inc. is now and at all times material herein has been an employer engaged in commerce within the meaning of Section (2), (6), and (7) of the Act.

2. International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW is a labor organization within the meaning of Section 2(5) of the Act.

3. By discharging Lucinda Sheets because of her sympathy for and activities on behalf of the Union, the Respondent herein violated Section 8(a)(3) of the Act.

4. By the acts and conduct set forth above in Conclusion of Law 3 and by coercively interrogating employees concerning their union sympathies, the Respondent herein violated Section 8(a)(1) of the Act. The aforesaid unfair labor practices have a close, intimate, and substantial effect on the free flow of commerce within the meaning of Section 2(2), (6), and (7) of the Act.

REMEDY

Having found that the Respondent herein has engaged in certain unfair labor practices, I will recommend that it be required to cease and desist therefrom and to take certain affirmative actions designed to effectuate the purposes and policies of the Act. The recommended Order will provide that the Respondent be required to offer full and immediate reinstatement to Lucinda Sheets to her former or substantially equivalent employment and that it make her whole for any loss of earnings which she may have sustained by reason of the discrimination practiced against her, in accordance with the *Woolworth* formula,¹¹ with interest thereon computed at the rate prescribed by the Tax Reform Act of 1986 for overpayment and underpayment of income tax. *New Horizons for the Retarded*, 283 NLRB 1173 (1987). The recommended Order will also require the Respondent to expunge from the personnel files of Lucinda Sheets any unlawful disciplinary actions contained therein and it will also require the Respondent to notify her in writing that such action has been taken and that the infractions formerly noted will not be used as the basis for future discipline. I will also recommend that

the Respondent be required to post the usual notice advising its employees of their rights and of the results in this case.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended¹²

ORDER

The Respondent, Plastipak Packaging, Inc. Jackson Center, Ohio, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Coercively interrogating employees concerning their union sympathies and activities.

(b) Discouraging membership in or activities on behalf of United Automobile, Aerospace and Agricultural Implement Workers of America, UAW, or any other labor organization by discharging employees or by discriminating against them in their hire or tenure.

(c) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Offer to Lucinda Sheets full and immediate reinstatement to her former or substantially equivalent employment, without prejudice to her seniority or to other rights previously enjoyed, and make her whole for any loss of pay or benefits suffered by her by reason of the discrimination found herein, in the manner described above in the remedy section, with interest.

(b) Remove from its files any reference to unlawful discharge or unlawful discipline of Lucinda Sheets and notify her in writing that this has been done and that the discharge or discipline will not be used against her in the future.

(c) Preserve and, on request, make available to the Board or its agents for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amount of backpay due under the terms of this Order.

(d) Post at the Respondent's Jackson Center, Ohio plant copies of the attached notice marked "Appendix."¹³ Copies of the notice, on forms provided by the Regional Director for Region 9, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

(e) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

¹² If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

¹³ If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

¹¹ *F. W. Woolworth Co.*, 90 NLRB 289 (1950).

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights.

- To organize
- To form, join, or assist any union
- To bargain collectively through representatives of their own choice
- To act together for other mutual aid or protection
- To choose not to engage in any of these protected concerted activities.

WE WILL NOT, by any like or related means, interfere with, restrain, or coerce employees in the exercise of rights guaranteed to them by Section 7 of the Act. Those rights include the right to form, join, or assist labor organizations, to bar-

gain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection.

WE WILL NOT coercively interrogate employees concerning their union sympathies and union activities.

WE WILL NOT discourage membership in or activities on behalf of United Automobile, Aerospace and Agricultural Implement Workers of America, UAW, or any other labor organization by discharging employees or otherwise discriminating against them in their hire or tenure.

WE WILL offer to Lucinda Sheets full and immediate reinstatement to her former or substantially equivalent employment, without prejudice to her seniority or to other rights previously enjoyed, and WE WILL make her whole for any loss of pay or benefits suffered by her by reason of the unfair labor practices found in this case, with interest.

WE WILL remove from our files any references to the unlawful discharge or unlawful disciplinary action taken against Lucinda Sheets and WE WILL notify her in writing that this has been done and that the discharge or disciplinary action will not be used against her in any way.

PLASTIPAK PACKAGING, INC.